

## AGREEMENT

THIS AGREEMENT is entered into by and between the Towns of Acton, Bedford, Concord, Lexington, Sudbury and Weston, hereafter referred to collectively as the "Municipalities," this 23 day of June 2014, as follows:

WHEREAS, the Municipalities desire to share the services and costs of a common Regional Housing Services Office; and

WHEREAS, the Town of Concord is willing and capable of hosting a Regional Housing Services Office; and

WHEREAS, each of the Municipalities has authority to enter into this Agreement pursuant to G.L. c. 40, s. 4A;

NOW, THEREFORE, the Municipalities, in mutual consideration of the covenants contained herein, intending to be legally bound, agree under seal as follows:

1. Term. The term of this Agreement shall commence on July 1, 2014 and shall expire after a term of three years on June 30, 2017, unless earlier terminated as set forth herein. Any municipality may withdraw from the Agreement as defined below. The Agreement may be renewed for additional three-year terms as voted by each municipality through its respective Board of Selectmen by January 1 of the year of the expiring term.
  
2. Lead Municipality. During the Term of this Agreement, the Town of Concord shall act as the lead municipality. The Town of Concord shall perform or provide the following:
  - a. Issue Requests for Proposals for Consultants to provide housing administrative services described in Exhibit A: Core Housing Services, attached and incorporated herein, for all the Municipalities;
  - b. Enter into contracts with Consultants to provide said housing administrative services;
  - c. Manage the Consultant contracts;
  - d. Receive invoices from the Consultants and make payments in a timely manner for services rendered;
  - e. Provide office space and related utilities for the Consultants to operate the Regional Housing Services Office;
  - f. Administer the collection, accounting and use of funds provided by the Municipalities to fund the Consultant contracts;
  - g. Provide overall program oversight and related administration;
  - h. Provide conflict resolution in accordance with Section 10 below.
  
3. Duties of the Regional Housing Services Office. During the Term of this Agreement, the Regional Housing Services Office shall perform the housing administrative services as described in Exhibit A: Core Housing Services for an annual allocation of hours as indicated in Exhibit B: Fee Structure, attached and incorporated herein.

4. Funding Structure and Payment. The Town of Concord shall annually request funds from the Municipalities for the upcoming year by July 1 with payment due within 30 days of the written request and the Municipalities shall provide annual funding to the Town of Concord pursuant to the Fee Structure, attached as Exhibit B: Fee Structure. Funding for supplemental services not included in Exhibit A: Core Housing Services and for additional hours in excess of the allotted hours in Exhibit B: Fee Structure shall be requested separately, at the discretion of the Town of Concord and the individual municipality. The Town of Concord shall hold all funds in a separate revolving fund account in trust for each Municipality and shall not disburse such funds for any purpose other than payment of invoices from the contracted Consultants for services rendered and other program expenses. Any municipality may borrow or lend hours to other Municipalities upon written agreement between the impacted municipalities, provided that the total number of hours available to the Regional Housing Services Office remains constant.

5. Subsequent Year Adjustments. The annual allocation of hours in Exhibit B: Fee Structure shall be reviewed and adjusted, if necessary, annually, three (3) months prior to end of each year of the Term of this Agreement. The Town of Concord shall provide to all Municipalities a record of the actual hours of services provided to each municipality and propose an amended Exhibit B in order to make any adjustments necessary for the following year of the Term, which shall be adopted as the Municipalities may agree, in accordance with Section 14.

6. Transfer of Funds between Lead Communities. Remaining funds in the Sudbury account as of the close-out of the fiscal year shall be transferred to Concord for the purposes intended under this agreement.

7. Indemnification. Notwithstanding the final sentence of G.L. c. 40, §4A, to the extent permitted by law, each Municipality (the "Indemnifying Municipality") separately agrees to indemnify the Town of Concord, including all officials, officers, employees, agents, servants and representatives, from and against any claim arising out of the duties performed by the Regional Housing Services Office pursuant to the Agreement in or on behalf of the Indemnifying Municipality for any claim of liability, loss, damages, costs and expenses for personal injury or damage to real or personal property by reason of any negligent act or omission by the Regional Housing Services Office while performing services for the Indemnifying Municipality. As to any claim or occurrence, the express indemnification set forth above shall be town-specific: Acton's obligations shall be limited to the services provided for Acton; Bedford's obligations shall be limited to the services provided for Bedford; Concord's obligations shall be limited to the services provided for Concord; Lexington's obligations shall be limited to the services provided for Lexington; Sudbury's obligations shall be limited to the services provided for Sudbury; and Weston's obligations shall be limited to the services provided for Weston. The Indemnifying Municipality's obligation to indemnify under this Section shall be limited to and benefited by the immunities and the limits on liability that would be applicable under M.G.L. c. 258 and any other law or statute limiting the liabilities of municipalities as if the negligent act or omission had been made by an employee of the Indemnifying Municipality. Furthermore, the Indemnifying Municipalities shall not be liable for any claims arising from:

- a. Violations of state or federal civil rights statutes;
- b. Violations of state or federal discrimination statutes;
- c. Wrongful termination claims;
- d. Violations of any state or federal statute dealing with employment practices;
- e. Claims that are covered by any insurance policy.

8. Termination. (Subsection A) Any Municipality, by a vote of its respective Board of Selectmen, may withdraw from and terminate this Agreement at the end of any year with the provision of at least two months prior written notice to the Town of Concord. No such termination shall affect any obligation of indemnification that may have arisen hereunder prior to such termination. Upon such termination, the Town of Concord shall prepare full statements of outstanding unpaid financial obligations under this Agreement and present the same to the terminating Municipality for payment within thirty (30) days thereafter. The Town of Concord, by a vote of its respective Board of Selectmen, may terminate this Agreement upon the provision of at least one month prior written notice to the participating Municipalities. After termination of this Agreement, the Town of Concord shall remain liable to the participating Municipalities for any portion of the payments received not earned. (Subsection B) Any Municipality may withdraw at the end of any fiscal year in which the municipal legislative body has not appropriated funds sufficient to support that municipality's participation in the subsequent fiscal year, provided that in such an event, the municipality shall give as much notice to other subscribers to this Inter-Municipal Agreement as the circumstances allow.

9. Advisory Committee. There shall exist an Advisory Committee comprised of one (1) representative from each municipality, whom shall be appointed by the Town Manager/Administrator of the municipality. The Advisory Committee shall meet on a quarterly basis in July, October, January and April. The Town of Concord shall prepare and send to each municipality a quarterly status report prior to the quarterly meeting.

10. Conflict Resolution. The Advisory Committee may hold additional meetings to discuss and resolve any conflicts that may arise including, but not limited to, disagreements regarding the needs of each municipality and changes to the annual allocation of hours as indicated in Exhibit B: Fee Structure. Any recommendations made to the Director of the Regional Housing Services Office must be made by a majority vote. Any unresolved issues shall be decided by the Town Manager of the Town of Concord.

11. Additional Communities. At any time after July 1, 2015, the Advisory Committee may meet and, by unanimous vote and approval of the Lead Municipality, amend this Agreement to admit an additional municipality. The Advisory Committee may admit no more than three (3) additional municipalities and any such additional municipality must be adjacent to at least one municipality participating in this Agreement unless waived by a majority of the Town Manager's of the originally participating communities.

12. Financial Safeguards. The Town of Concord shall maintain separate, accurate and comprehensive records of all services performed for each of the Municipalities hereto, and

all funds received from the Municipalities. The Town of Concord shall issue a financial report for each fiscal year to each of the Municipalities by December 31 of the following fiscal year.

13. Assignment. None of the Municipalities shall assign or transfer any of its rights or interests in or to this Agreement, or delegate any of its obligations hereunder, without the prior written consent of all of the other Municipalities.

14. Amendment. This Agreement may be amended only in writing signed by all Municipalities duly authorized thereunto.

15. Severability. If any provision of this Agreement is held by a court of appropriate jurisdiction to be invalid, illegal or unenforceable, or if any such term is so held when applied to any particular circumstance, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement, or affect the application of such provision to any other circumstances, and the remaining provisions hereof shall not be affected and shall remain in full force and effect.

16. Governing Law. This Agreement shall be governed by, construed, and enforced in accordance with the laws of the Commonwealth of Massachusetts.

17. Headings. The paragraph headings herein are for convenience only, are no part of this Agreement and shall not affect the interpretation of this Agreement.

18. Notices. Any notice permitted or required hereunder to be given or served on any Municipality shall be in writing signed in the name of or on behalf of the Municipality giving or serving the same. Notice shall be deemed to have been received at the time of actual receipt of any hand delivery or three (3) business days after the date of any properly addressed notice sent by mail as set forth below:

Town of Acton  
Steven Ledoux, Town Manager  
472 Main Street  
Acton, MA 01720

Town of Bedford  
Richard Reed, Town Manager  
10 Mudge Way  
Bedford, MA 01730

Town of Concord  
Christopher Whelan, Town Manager  
Town House, P.O. Box 535  
22 Monument Square  
Concord, MA 01742

Town of Lexington  
Carl F. Valente, Town Manager  
1625 Massachusetts Avenue  
Lexington, MA 02420

Town of Sudbury  
Maureen G. Valente, Town Manager  
278 Old Sudbury Road  
Sudbury, MA 01776

Town of Weston  
Donna S. VanderClock, Town Manager  
P.O. Box 378  
Weston, MA 02493

19. Complete Agreement. This Agreement constitutes the entire Agreement between the Municipalities concerning the subject matter hereof, superseding all prior agreements and understandings. There are no other agreements or understandings between the Municipalities concerning the subject matter hereof. Each Municipality acknowledges that it has not relied on any representations by any other Municipality or by anyone acting or purporting to act for another Municipality or for whose actions any other Municipality is responsible, other than the express, written representations set forth herein.

WITNESS OUR HANDS AND SEALS as of the first date written above.

TOWN OF ACTON  
By its Board of Selectmen

Mike Young

Kirby

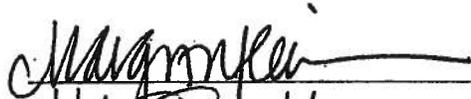
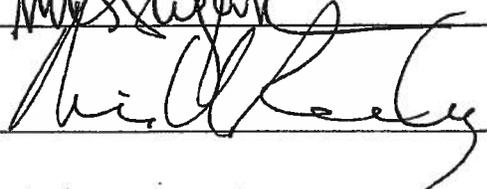
[Signature]

John W. [Signature]

Francis [Signature]

WITNESS OUR HANDS AND SEALS as of the first date written above.

TOWN OF BEDFORD  
By its Board of Selectmen

  
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WITNESS OUR HANDS AND SEALS as of the first date written above.

TOWN OF LEXINGTON  
By its Board of Selectmen

Deborah A. Mander

Sean Kelley

Norman B. Cohen

Joseph Z. Pato

Michael Curcio

WITNESS OUR HANDS AND SEALS as of the first date written above.

TOWN OF SUDBURY  
By its Board of Selectmen

Oliver

Len Amos

FB

Patricia A. Brown

DA

WITNESS OUR HANDS AND SEALS as of the first date written above.

TOWN OF WESTON  
By its Board of Selectmen

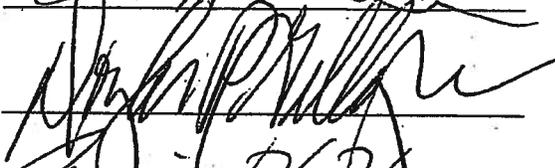
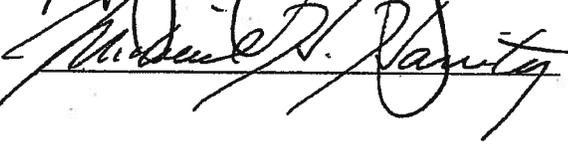
  
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Exhibit A  
Core Housing Services

1. Monitoring
  - Monitoring Database of Affordable Housing Developments and residents
  - Annual monitoring of ownership units
  - Annual monitoring of rental developments
  - Reconcile municipal inventory records with the Subsidized Housing Inventory maintained by the Department of Housing and Community Development
  - Add new units to the inventory as required
  
2. HOME administration
  - Assist in the preparation of the Annual Action Plan and Annual CAPER documents
  - Consult on HOME funded projects
  
3. Local Support
  - Meet on-site with staff and housing entities
  - Consult on projects
  - Prepare and Review project documents
  
4. Regional Activities
  - Assist communities with regional linkages
  - Provide programs to residents
  - Administer the Program on behalf of all communities

## Exhibit B Fee Structure

The participating municipalities will proportionally share the total cost of operating the Regional Housing Services Office. The proportional share is determined based on the percentage of hours planned to support each municipality for core services as represented in the fee schedule.

	Hours	Pro rata \$	Pro rata %
Acton	370	\$25,090	17%
Bedford	400	\$27,124	18%
Concord	425	\$28,820	19%
Lexington	400	\$27,124	18%
Sudbury	455	\$30,854	21%
Weston	145	\$9,833	7%
total	2,195	\$148,845	100%

This fee structure does not include payment for supplemental services which will be proposed and invoiced outside of this agreement or payment for additional hours in excess of the allotted hours.

## AMENDMENT

The agreement entered into by and between the Towns of Acton, Bedford, Burlington, Concord, Lexington, Sudbury and Weston (collectively the “Municipalities”), dated June 23, 2014, and amended effective July 1, 2015 (the “Agreement”) to share services of a Regional Housing Services Office provided by the Town of Concord (the “Agreement”), which is incorporated herein by reference, is hereby amended, effective July 1, 2016, as described below.

WHEREAS, the Town of Concord agrees to provide the services described in the Agreement, and

NOW,

- Exhibit B. Fee Structure. This Exhibit is deleted and replaced in its entirety with the Membership Fee Schedule Chart for FY17, attached hereto as Exhibit B.

- [SIGNATURE PAGES FOLLOW EXHIBIT B]

### Exhibit B

#### Membership Fee Schedule Chart for FY17

The participating municipalities will proportionally share the total cost of operating the Regional Housing Services Office. The proportional share is determined based on the percentage of hours planned to support each municipality for core services as represented in the fee schedule.

FY17 Membership Fee Schedule			
	Hours	% of hrs	Pro rata \$
Acton	320	13%	\$23,415
Bedford	410	16%	\$29,900
Burlington	210	8%	\$15,489
Concord	440	17%	\$32,062
Lexington	410	16%	\$29,900
Sudbury	600	24%	\$43,590
Weston	155	6%	\$11,526
Total	2,545	100%	\$185,881

This fee structure does not include payment for additional supplemental services which will be proposed and invoiced outside of this agreement or payment for additional hours in excess of the allotted hours.

WITNESS OUR HANDS AND SEALS on \_\_\_\_\_, 2016.

TOWN OF ACTON

By its Board of Selectmen

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WITNESS OUR HANDS AND SEALS on \_\_\_\_\_, 2016.

TOWN OF BEDFORD

By its Board of Selectmen

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WITNESS OUR HANDS AND SEALS on \_\_\_\_\_, 2016.

TOWN OF BURLINGTON

By its Board of Selectmen

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WITNESS OUR HANDS AND SEALS on \_\_\_\_\_, 2016.

TOWN OF CONCORD

By its Board of Selectmen

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WITNESS OUR HANDS AND SEALS on \_\_\_\_\_, 2016.

TOWN OF LEXINGTON

By its Board of Selectmen

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WITNESS OUR HANDS AND SEALS on \_\_\_\_\_, 2016.

TOWN OF SUDBURY

By its Board of Selectmen

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WITNESS OUR HANDS AND SEALS on \_\_\_\_\_, 2016.

TOWN OF WESTON

By its Board of Selectmen

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